

DOC # 5309
ADOPTED 7

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MAY 31, 1990

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
E. OWEN DONNELLY, DEPUTY DIRECTOR FOR
ECONOMIC DEVELOPMENT

SUBJECT: PERMISSION IS REQUESTED TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE STATE
DIVISION OF CAPITAL PLANNING AND OPERATIONS
REGARDING THE JOINT DEVELOPMENT OF SOUTHWEST
CORRIDOR PARCELS 9 AND 10.

SUMMARY: PERMISSION IS REQUESTED TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE STATE
DIVISION OF CAPITAL PLANNING AND OPERATIONS
MAKING THE BOSTON REDEVELOPMENT AUTHORITY THE
LEAD AGENCY TO MANAGE THE PLANNING AND
DEVELOPMENT OF SOUTHWEST CORRIDOR PARCELS 9
AND 10 WHICH ARE MADE UP OF DISPARATE PARCELS
OWNED BY THE STATE, THE BRA, AND THE CITY.

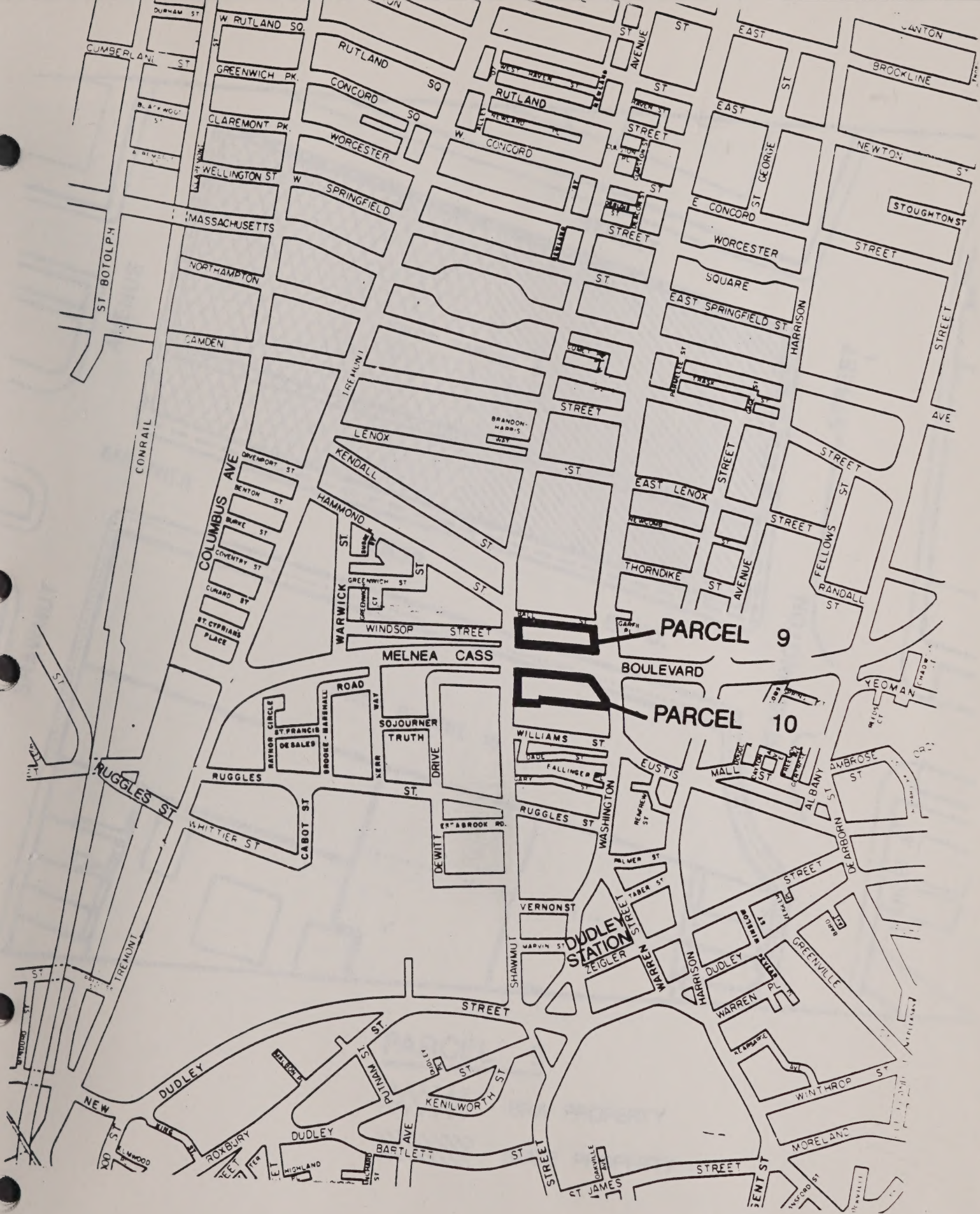
Southwest Corridor parcels 9 and 10 are located along Melnea Cass Boulevard at the intersection of Washington Street. Parcel 9 is 54,230 s.f. and is owned by the State (24,129 s.f.) and the BRA (30,100 s.f.). Parcel 10 is 71,122 s.f. and is owned by the State (30,027 s.f.) and the City of Boston (41,095 s.f.). (See attached maps).

The subject parcels are important to the BRA's development goals for Roxbury and the South End because they are large and in a strategic location. Because of their significance the BRA has for several years urged the State to make its parcels available for development. As a result of a number of meetings the BRA and the State Division of Capital Planning and Operations (DCPO) have developed a productive working relationship. Both parties agree that the development potential will be maximized by combining the disparate parcels into two unified development sites. Further, at DCPO's suggestion, the parties have drafted a Memorandum of Agreement which would make the BRA the lead agency for managing the planning and disposition of the sites. In essence the BRA would be responsible for carrying out the development of parcels 9 and 10 in compliance with both BRA and DCPO disposition requirements.

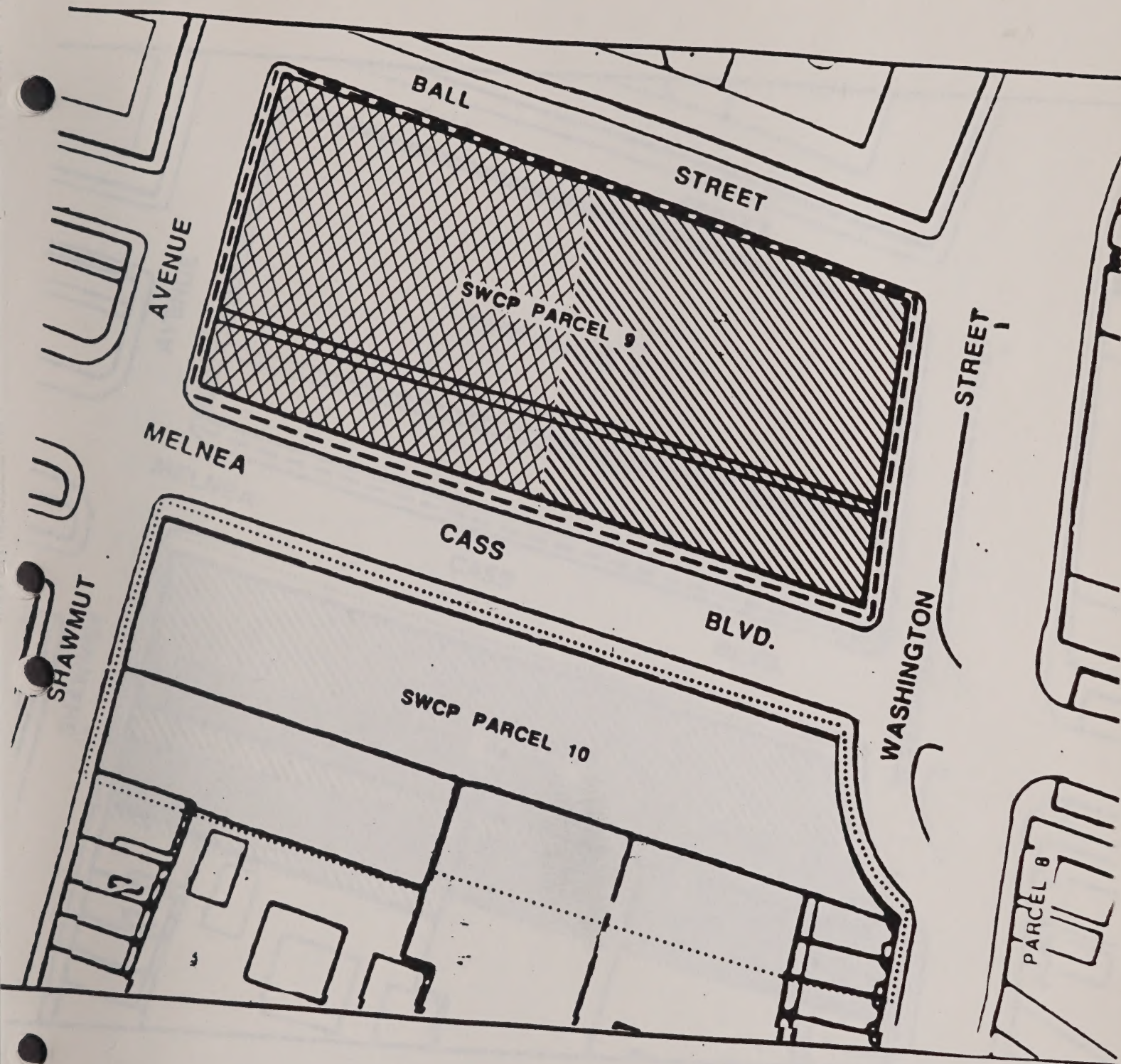
The proposed Memorandum of Agreement will provide the BRA with the opportunity to move ahead with the timely development of the parcels which have been unused for more than 10 years and to plan with the community to insure that the benefits to the neighborhood are maximized. The enclosed letter from Mayor Raymond Flynn indicates his support for proceeding with a Memorandum of Agreement. It is therefore recommended that the Director be authorized to execute the proposed Memorandum of Agreement.

An appropriate vote follows:

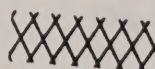
VOTED: That the Director be authorized on behalf of the Boston Redevelopment Authority to execute the Memorandum of Agreement with the Division of Capital Planning and Operations, in substantially the form attached, naming the BRA the lead agency to carry out the disposition of Southwest Corridor Parcel 9 and 10.



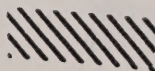
LOCATION MAP



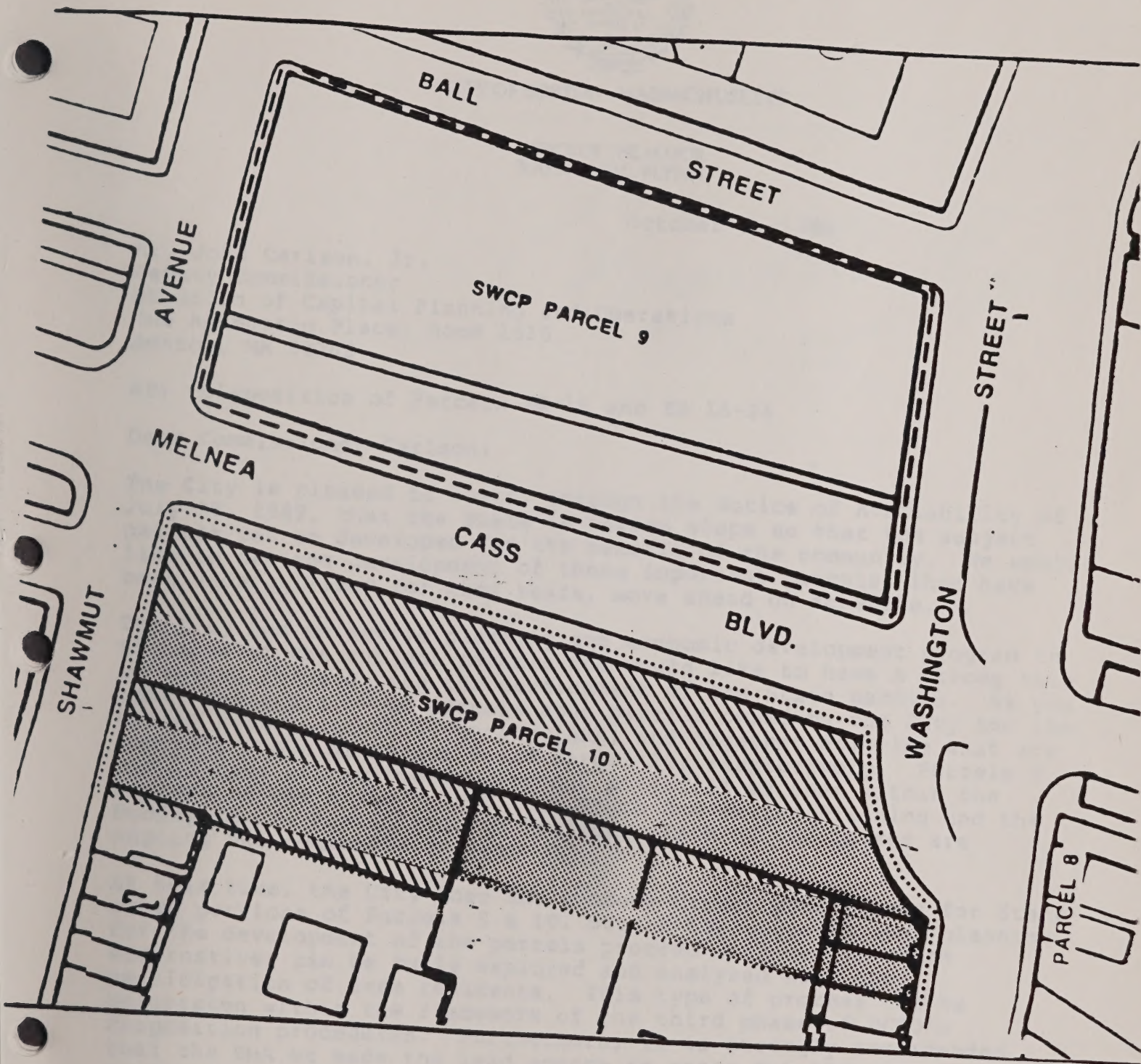
PARCEL 9



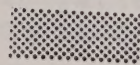
BRA PROPERTY



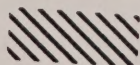
STATE PROPERTY



PARCEL 10



CITY OF BOSTON PROPERTY



STATE PROPERTY



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

October 6, 1989

Mr. John Carlson, Jr.
Deputy Commissioner
Division of Capital Planning and Operations
One Ashburton Place, Room 1610
Boston, MA 02108

RE: Disposition of Parcels SR-15 and SR 16-24

Dear Commissioner Carlson:

The City is pleased to learn, through the Notice of Availability of July 19, 1989, that the State is taking steps so that the subject parcels can be developed for the benefit of the community. We would like to see the development of these important parcels, that have been underutilized for many years, move ahead on schedule.

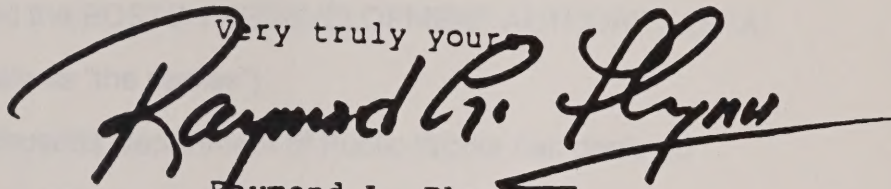
The City has an active planning and economic development program in the area of the subject parcels and would like to have a strong role in moving forward with the development of the State parcels. As you know, the State owned parcels abut parcels owned by the City and the Boston Redevelopment Authority (BRA) and together comprise what are commonly known as Parcel 9 and Parcel 10, respectively. Parcels 9 and 10 have attractive development potential as seen within the context of the Roxbury IPOD, the South End Master Planning and the Dudley Square Revitalization Project. Each of the latter are ongoing BRA-community efforts.

At this time, the City does not propose direct public uses for State owned portions of Parcels 9 & 10, but rather suggests that planning for the development of the parcels proceed in a way in which alternatives can be fully explored and analyzed with the participation of area residents. This type of process can be undertaken within the framework of the third phase of DCPO's disposition procedures. Furthermore, it is strongly recommended that the BRA be made the lead agency to carry out the tasks necessary to accomplish the disposition and development of the subject sites. This could be accomplished through a Memorandum of Agreement (MOA) between DCPO and the BRA. The MOA could address concerns such as citizen participation, 21E issues, and compliance with Chapter 7 disposition requirements.

Mr. John I. Carlson, Jr.
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The City looks forward to cooperating with DCPO to bring the benefits derived from Parcels 9 and 10 to the community as quickly as possible.

Very truly yours,

A large, stylized handwritten signature in black ink, reading "Raymond L. Flynn". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Raymond L. Flynn
Mayor of Boston

Attachment: Form 1

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 1990, by and between the DIVISION OF CAPITAL PLANNING AND OPERATIONS, Commonwealth of Massachusetts (DCPO), and the BOSTON REDEVELOPMENT AUTHORITY (BRA), (hereafter referred to collectively as "the parties").

WHEREAS, the Massachusetts Department of Public Works has declared certain parcels of land known as SR-15 and SR-16 to 24, located at the intersection of Melnea Cass Boulevard and Washington Street in the City of Boston, (Attached Figures 1, 2, 3) surplus to its current and foreseeable needs; and

WHEREAS, the Deputy Commissioner of DCPO has determined that said parcels are surplus to the current and foreseeable needs of all state agencies, and that no other public agency in response to the notice of availability, proposed a direct public use for said parcels; and

WHEREAS, Parcel SR-15 is adjacent to a parcel of land owned by the BRA, and Parcels SR-16 to 24 are adjacent to parcels of land owned by the City of Boston; and

WHEREAS, the Southwest Corridor Development Plan identifies SR-15 and the adjacent BRA-owned parcel as Parcel 9, while Parcels SR-16 to 24 and certain of the adjacent City-owned parcels are collectively identified as Parcel 10; and

WHEREAS, DCPO and the BRA agree that the interconnected nature of the individual parcels owned by the State, City and BRA, and the City's planning and economic development program in the area of the parcels warrant that the parcels (hereafter collectively referred to as "the site") be developed jointly, with the BRA acting as lead agency;

WHEREAS, the City of Boston and the BRA own additional parcels that are adjacent to Parcel 10 which at the discretion of the BRA may be included in the site;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, DCPO and the BRA agree as follows:

A. Acquisition of City-Owned Parcels

The BRA will take all steps necessary to acquire the portions of Parcel 10 now owned by the City of Boston at an appropriate time prior to tentative designation. In addition, the BRA may acquire the City-owned parcels adjacent to Parcel 10 but not included within Parcel 10, in which case the provisions of this Agreement shall also apply to said parcels if the Director of the BRA in his sole discretion determines by written notice to the DCPO that such adjacent parcels should be simultaneously developed as part of the site.

B. Environmental Site Assessment

In accordance with 310 DMR 40.540, the BRA shall cause all assessments and investigations to be made that are necessary to determine the presence of hazardous materials or oil in or about the site, as said terms are defined in M.G.L. Chapter 21E, and if such substances are found, to develop remedial response alternatives. If remedial action is required, it shall be the responsibility of the future developer(s) of the site to take such remedial action, unless the parties, after evaluating the nature of this remedial action and the estimated cost thereof, determine that it is not practicable to require the developer(s) to take such action. In such event, the remedial action shall be undertaken by the parties jointly, and shall be coordinated by the BRA. To the extent possible, the

owner of each of the parcels comprising the site shall pay for the work performed on such parcel. Any costs that cannot be allocated to particular parcels shall be apportioned between the parties based upon their respective percentages of ownership in the site.

C. Citizens Advisory Committee

As promptly as reasonably possible after execution of this agreement the BRA shall convene a citizens advisory committee (CAC) in consultation with the Roxbury Neighborhood Council, the South End Development Policy Working Group, and other neighborhood organizations. The CAC shall advise the parties on potential reuses for the site, recommend reuse restrictions, and shall be given the opportunity to review and comment on developer proposals. Members of the General Court representing the area in which the site is located shall be invited to serve on the CAC. A representative of DCPO shall also serve on the CAC, "ex officio".

D. Development Objectives

The site shall be developed in a manner that is consistent with the planning and economic development program now being carried out by the City of Boston in the Southwest Corridor area and with any reuse proposals or restrictions recommended by the CAC and accepted by the parties. In the event that it is determined that the site should include housing, the parties shall make a reasonable effort to incorporate the following suggestions of the Executive Office of Communities and Development and the Department of Mental Health into any development plan or guidelines:

1. That a minimum of 40% of the housing units developed be set aside for lower income households; 20% thereof for "very low income" households (below 50% of median income), and the remaining 80% for "low income" households (below 80% of median income).
2. That at least 10% of the units developed be offered to the Department of Mental Health for community-based housing for mentally ill persons.

The BRA, in consultation with DCPO, shall, within six months after the convening of the CAC prepare a reuse plan for the entire site that is consistent with the development objectives outlined herein. The parties agree that, depending upon the nature of the reuse plan, the site may be developed all at once or in phases, and by either a single developer or a combination of different developers.

E. Request for Proposals

Although the BRA shall take the lead in drafting any requests for proposals (RFP) from developers, each RFP shall be prepared by the BRA in consultation with DCPO and shall be approved by both DCPO and the BRA prior to its being issued.

The parties acknowledge that any RFP issued by the BRA must be approved by the BRA Board of Directors. No proposed RFP shall be presented to the BRA for authorization unless it has been first approved by DCPO. On or before the day such authorization is sought, the BRA shall hold a public hearing for the purpose of considering the proposed reuses and reuse restrictions contained in the reuse plan and RFP, any other potential reuses or reuse restrictions for the

state-owned parcels, and such other matters as DCPO and the BRA Board of Directors may deem appropriate. The public hearing shall be scheduled and notice thereof shall be published in newspapers as required by the M.G.L. c. 7, s. 40F.

The parties, acting through the BRA, will jointly advertise the availability of the parcels for development. All such advertising will comply with the requirements of M.G.L. c. 7, S. 40H. The contents and format of any advertisements shall require the approval of both parties.

F. Evaluation of Proposals and Developer Designation

The parties will jointly review each developer's submittals. The BRA will take the lead in negotiating with prospective developers, however DCPO staff from the Office of Real Estate Redevelopment shall participate fully in such negotiations. No tentative or final developer designation will be recommended by the parties to the BRA Board of Directors, and no tentative or final developer designation will be made by the BRA Board of Directors unless such designation and the terms thereof have been first approved by the Deputy Commissioner of DCPO. The parties agree that no developer designation will be recommended to the BRA Board at any of the Board's meetings unless a representative of DCPO is present to support such recommendation and to deliver evidence that the Deputy Commissioner of DCPO concurs in such designation.

The parties shall comply with the notice and hearing requirements of M.G.L. c. 7, s 40I. At the option of the parties, the hearing referred to in said section may be held at the same time as tentative developer designation by the BRA Board of Directors.

G. Appraisals

The BRA will obtain two independent appraisals which shall establish the reuse value of the various parcels comprising the site through procedures customarily accepted by the appraising profession. With respect to the state-owned parcels only, value shall also be calculated in accordance with the requirements of M.G.L. c. 7, s. 40F. The BRA shall pay for said appraisals, except that DCPO shall pay any additional costs incurred by reason of compliance with the requirements of M.G.L. c. 7 S. 40F provided the BRA gives DCPO written notice of such additional costs prior to finalizing a contract for appraisal services. Reimbursement of additional costs shall be made by DCPO to BRA in a timely fashion upon submission of a written request which includes backup documentation.

H. Land Disposition Agreement

The BRA will be responsible for drafting all land disposition agreements (LDA) in consultation with DCPO. The terms of each LDA shall be consistent with the applicable reuse restrictions approved by the parties and set forth in the RFP and with the designated developer's approved plan. The LDA shall follow the format of the BRA's standard LDA.

I. Conveyance of Parcels to Developer

Title to the state-owned parcels and to the BRA-owned parcels shall be conveyed directly from the owner to the developer by DCPO and the BRA. All of the state-owned parcels and all of the adjacent BRA-owned parcels to be conveyed to a developer pursuant to the terms of an individual RFP shall be

conveyed to the developer simultaneously. The developer shall be required to assume all recording, survey and other fees incidental to said transfers.

J. Consideration for Transfer of Parcels

DCPO will convey the state-owned parcels to the developer for a consideration based on the appraisals done pursuant to this agreement establishing the value of said parcels as encumbered by the reuse restrictions contained in the reuse plan and in any developer designation. Said consideration shall be paid at the time of conveyance. The BRA will convey the BRA-owned parcels for such consideration and payable on such terms as it deems appropriate.

K. Role of Parties Following Developer Designation

The parties agree that they shall continue to work together and cooperate with each other after tentative and final designation of a developer for all or part of the site until such time as a certificate of completion is issued to such developer. Such cooperation will extend to design review, finalization of plans, and construction. Any material modification of the project proposed by a designated developer during design review, finalization of plans or construction must be approved by both parties. Notwithstanding the foregoing, it is agreed that the BRA will have primary responsibility for reviewing all design and construction documents submitted by the developer, for monitoring the progress of the work, and for taking such other steps as may be necessary to ensure that the developer complies with the terms and conditions of the LDA.

L. Resolution of Disputes

Should a dispute arise between the parties that cannot be resolved at the staff level, the dispute will be submitted to the Director of the BRA and the Deputy Commissioner of DCPO for final resolution.

M. Allocation for Costs

Costs incurred by either party shall be at their own expense unless otherwise agreed to in writing by the parties.

N. Approval by DCPO

Wherever approval by DCPO is required by this agreement, that approval shall be a written determination by the Deputy Commissioner of DCPO unless otherwise notified in writing by the parties.

O. Termination of Agreement

If the parties have not designated developers for all of the parcels comprising the site within five (5) years after the execution of this agreement, either party may terminate this agreement. Notwithstanding such termination, this agreement shall continue in force and effect with respect to those portions of the site for which developer's have been chosen.

IN WITNESS WHEREOF, the BRA and DCPO have hereto set their duly
authorized hands and seals on the date set forth below.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle
Director

Date: _____

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS

By: _____
John I. Carlson, Jr.
Deputy Commissioner

Date: _____

FIGURE 1

LOCATION MAP

NHD19/07.RPT
051690/9

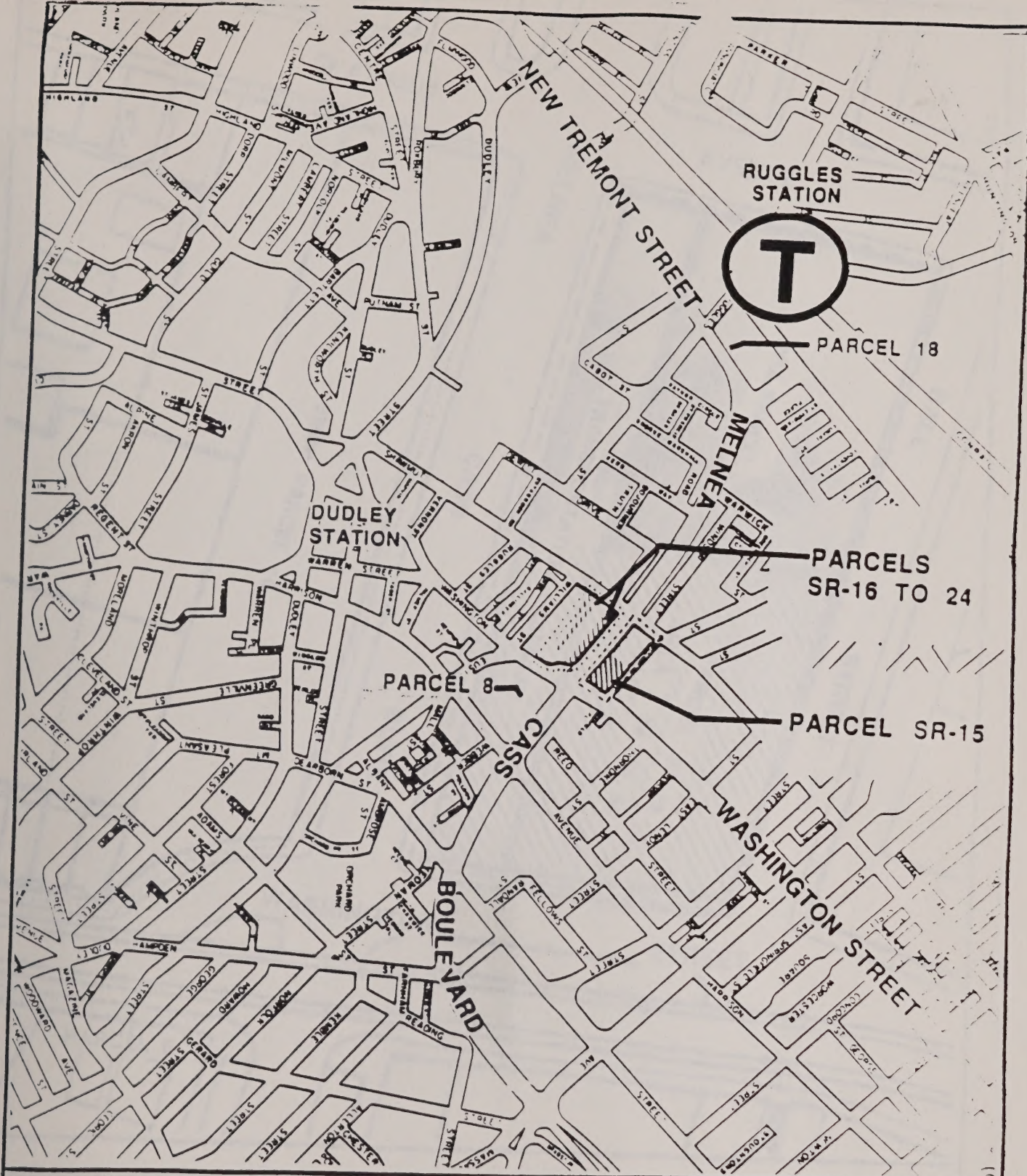


FIGURE 1

LOCATION MAP



**SURPLUS STATE PARCELS
SR-15 AND SR-16 THRU 24**

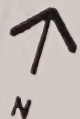


SWCP PARCEL 9



SWCP PARCEL 10

CITY OF BOSTON



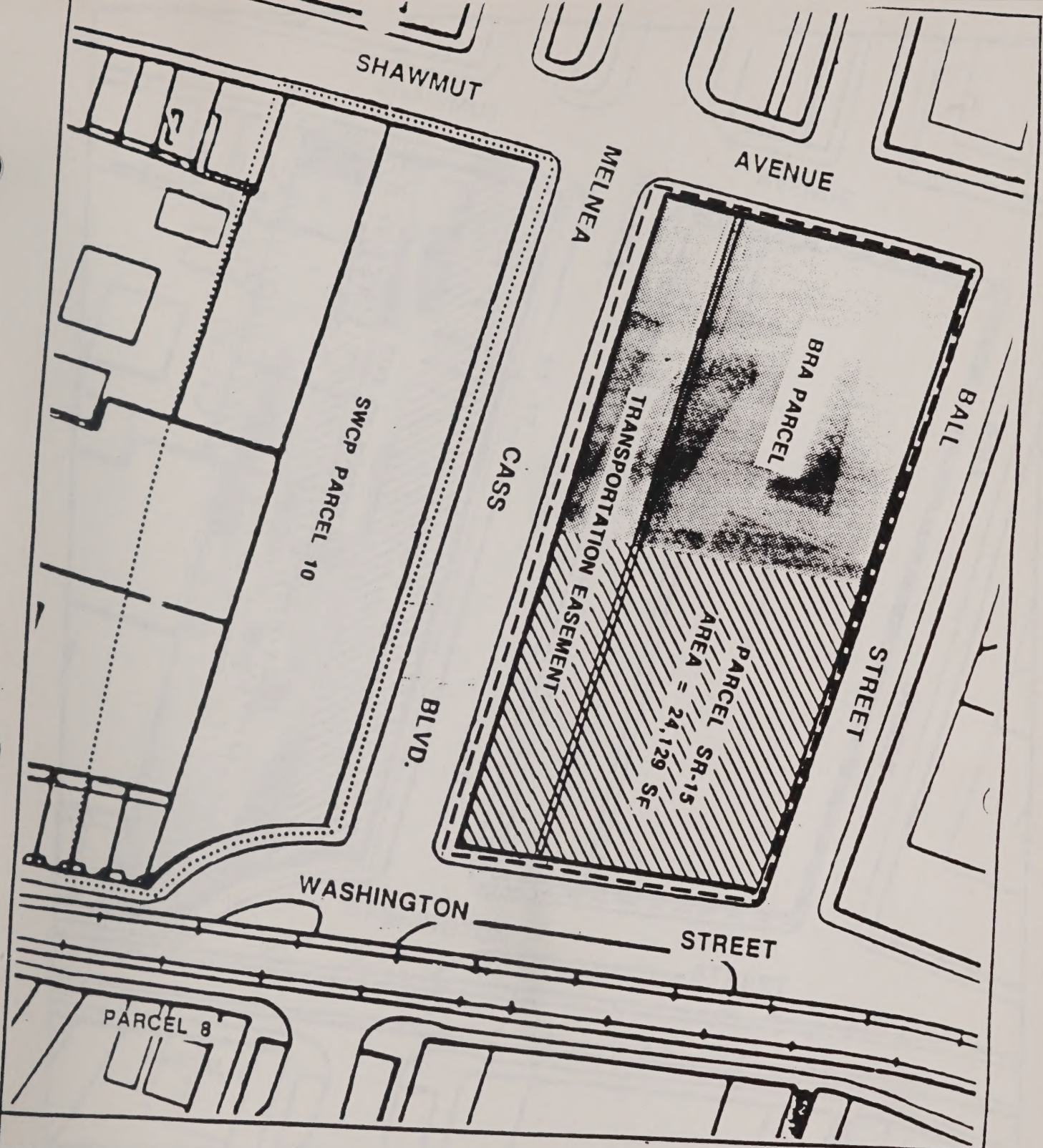
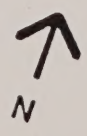


FIGURE 2 **SITE PLAN: PARCEL SR-15**

////// PARCEL SR-15
CITY OF BOSTON

□ SWCP PARCEL 9
□ SWCP PARCEL 10



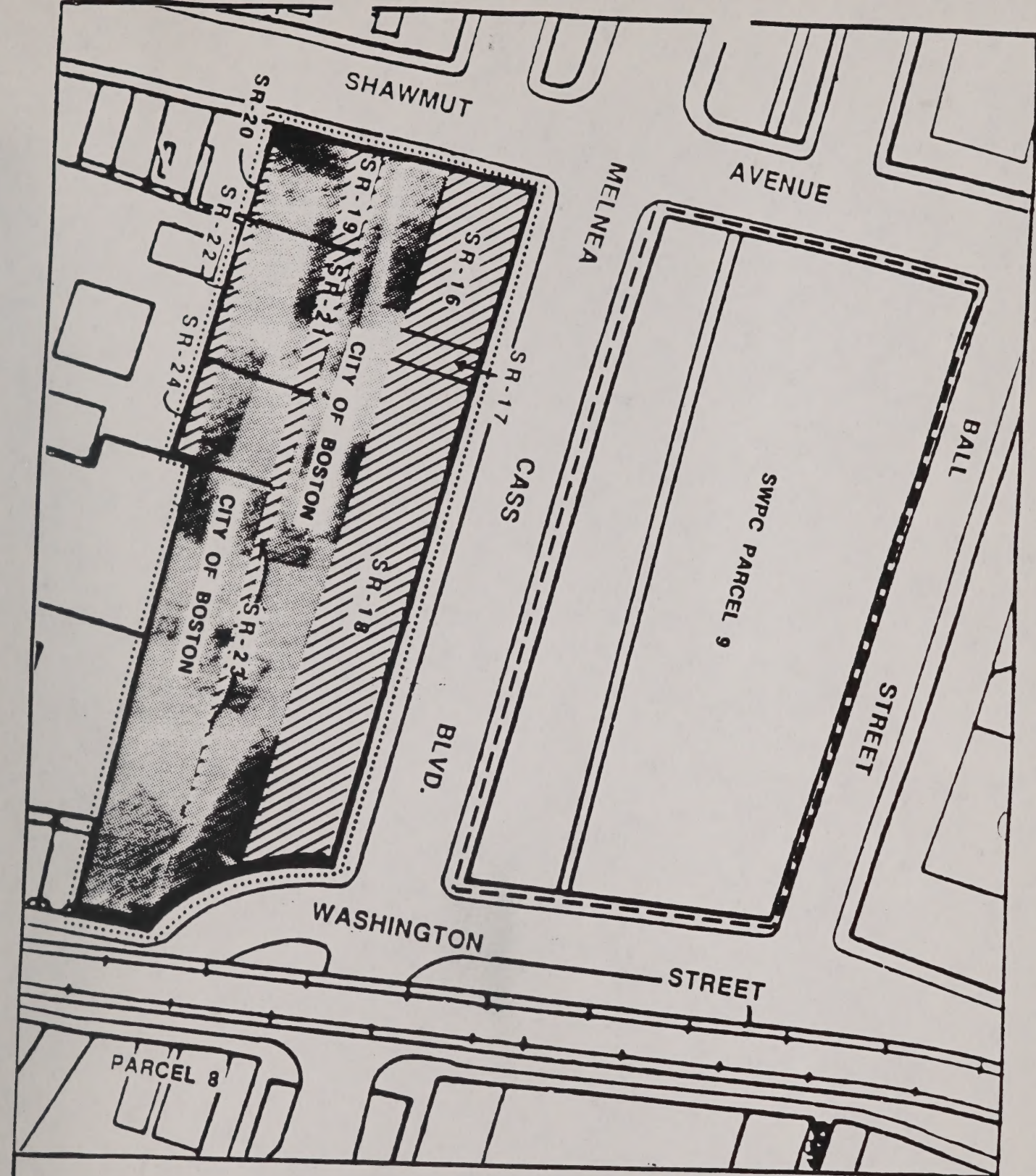


FIGURE 3

SITE PLAN: PARCEL-16 TO 24



PARCEL SR-16 TO 24

CITY OF BOSTON



SWCP PARCEL 9



SWCP PARCEL 10

